

EXHIBIT 1

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CLASSMATES ONLINE, INC.; CLASSMATES
11 MEDIA CORPORATION; and UNITED ONLINE,
12 INC.

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 ANTHONY MICHAELS; individually
and on behalf of all others similarly
16 situated,

17 Plaintiffs,

18 v.

19 CLASSMATES ONLINE, INC.;
CLASSMATES MEDIA
20 CORPORATION; UNITED ONLINE,
INC.; and DOES 1 through 50,
21 inclusive,

22 Defendants.
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CASE NO. CV 08-08041 DSF (VBKx)

**DECLARATION OF GREG OTT,
ON BEHALF OF CLASSMATES
ONLINE, INC., IN SUPPORT OF
DEFENDANTS' MOTION TO
DISMISS PURSUANT TO FRCP
12(b)(3) OR, IN THE
ALTERNATIVE, TO TRANSFER
VENUE PURSUANT TO 28 U.S.C.
§ 1404(a)**

**[FILED CONCURRENTLY WITH
DEFENDANTS' NOTICE OF
MOTION AND MOTION]**

1 I, Greg Ott, declare as follows:

2 1. I am the Senior Vice President of Marketing of Classmates Online,
3 Inc. ("Classmates Online"), a defendant in this lawsuit. I have personal knowledge
4 of each matter stated herein.

5 2. Classmates Online is a privately held corporation organized under the
6 laws of the state of Washington, and is headquartered and located in Renton,
7 Washington. (Renton is adjacent to Seattle.) Classmates Online is a wholly-owned
8 subsidiary of Classmates Media Corporation, a Delaware corporation, a defendant
9 in this lawsuit.

10 3. Classmates Online owns and operates the social networking website
11 www.classmates.com. The Classmates.com website enables users to locate and
12 interact with acquaintances from school, work and the military.

13 4. The Classmates.com website displays a link at the bottom of every
14 page entitled "Terms of Service," which appears in an underlined and highlighted
15 format so that users of Classmates.com can easily access and review
16 Classmates.com's Terms of Service. Attached hereto as Exhibit A is a copy of
17 Classmates.com's Terms of Service that was effective when Plaintiff signed up for
18 a paid membership account.

19 5. The "Terms of Service" specifically states in its introductory
20 paragraph: "Welcome to Classmates! By accessing and using the Classmates
21 website ('Website'), you are agreeing to the following Terms of Use. We
22 encourage you to review the Terms of Use, along with the Privacy Policy..., as they
23 form a binding agreement between Classmates and you." See Exhibit A.
24 (Hereinafter the Terms of Service, and Terms of Use contained in the Terms of
25 Service, are interchangeably referred to as the "Terms of Service" or the "Terms of
26 Use.")
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1 6. When a first-time user browses to the Classmates.com website, they
2 are prompted to either sign up for a new Classmates.com membership or, if they are
3 already a member, log into their account. Attached hereto as Exhibit B is copy of
4 the webpage that requires a first-time user to either register for a new membership
5 or sign in. Thus, to access Classmates.com a user must sign up for a
6 Classmates.com account. There are two different types of Classmates.com
7 accounts – a free membership account or a paid membership account.

8 7. To sign up for either a free membership account or a paid membership
9 account, the user is directed through a series of pages that request general personal
10 information, such as the state in which the individual graduated and what school the
11 individual graduated from. Following these pages, whether the individual has
12 elected to sign-up for a free membership or a paid membership, the individual is
13 directed to a final sign-up page. Attached as Exhibit C is a copy of sample sign-up
14 pages for both a free membership and a paid membership to Classmates.com. The
15 final sign-up page asks the individual to provide more specific personal
16 information, such as the individuals graduating class year, year of birth, name and
17 contact information. Below the data fields wherein the individual provides that
18 information, the final sign-up page states “By clicking ‘Submit’, you agree to the
19 Classmates Terms of Service.” Immediately below this sentence is the “Submit”
20 button. In the sentence that states, “By clicking ‘Submit’, you agree to the
21 Classmates Terms of Service,” the phrase “Terms of Service” stands out as a hyper-
22 link key, in blue. When the user clicks the hyper-link key, a complete copy of the
23 Terms of Service opens in a daughter window on the users computer.

24 8. In the table of contents of the Terms of Use, Classmates includes,
25 among other things, a hyper-link to each section of the Terms of Use. Section 14 of
26 the Terms of Use is titled “CHOICE OF LAW & VENUE.” See Exhibit A § 14.
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1 9. The Terms of Use's choice of law and venue clause states:

2 The Terms of Use, your access and use of the Website
3 and Services and the relationship between you and
4 Classmates is governed by the laws of the State of
5 Washington, without giving effect to its conflict of law
6 provisions. Classmates and you both agree to submit to
 the personal and exclusive jurisdiction of the courts of the
 State of Washington....

7 See Exhibit A § 14.

8 10. In Plaintiff's Complaint, Plaintiff makes inconsistent allegations about
9 when he signed up for a paid membership to Classmates.com. At Paragraph 5 of
10 the Complaint, Plaintiff alleges he "purchased a subscription to
11 www.classmates.com on or around December 24, 2007." At Paragraph 27 of the
12 Complaint, Plaintiff alleges he "registered for a free membership to
13 www.classmates.com on or around December 24, 2007." According to
14 Classmates.com's records, Plaintiff registered for a free membership to
15 Classmates.com on November 15, 2006, and Plaintiff upgraded to a paid
16 membership to Classmates.com on December 24, 2007. Attached hereto as Exhibit
17 D is a copy of Classmates.com's Terms of Use that was effective on November 15,
18 2006. (And, again, attached as Exhibit A is a copy of Classmates.com's Terms of
19 Use that was effective on December 24, 2007.)

20 11. Classmates Online manages and operates the Classmates.com website
21 and its Classmates.com online business in Washington. Virtually all of the
22 facilities and operational support for the Classmates.com website is located in
23 Renton, Washington. Virtually all of Classmates Online's employees are located in
24 Washington, primarily at Classmates Online's Renton facility.

25 12. The e-mail communications that Plaintiff refers to in this lawsuit are
26 automated communications based on programming developed by Classmates
27 Online's developers and marketing staff. Classmates Online's developers and
28

1 marketing employees are directed out of Classmates Online's Renton, Washington
2 office.

3 13. The following Classmates Online employees reside in Washington:

4 a. The Vice President of Direct Marketing, Shawn Davis. Mr.
5 Davis is responsible for the types of communications to Classmates.com users that
6 Plaintiff refers to in his Complaint.

7 b. The Vice President of Product Management, Bob Rebholz. Mr.
8 Rebholz is also responsible for the types of communications to Classmates.com
9 users that Plaintiff refers to in his Complaint.

10 c. The Vice President of Database Marketing, Marston Gould. Mr.
11 Gould is responsible for Classmates.com's e-mail correspondence team.

12 14. The following people were employed by Classmates Online at or
13 around the time that Plaintiff allegedly became a member of Classmates.com in
14 December 2007. These individuals were involved in developing the marketing
15 programs relevant to this case and automated communications that were sent to
16 Classmates.com members. It is my understanding that each of these former
17 employees continue to reside in the Seattle area.

18 a. Classmates Online's former Vice President of Creative Services,
19 Bob O'Keefe, led the team that drafted and designed all of the marketing for the
20 website and e-mail communications to Classmate.com subscribers.

21 b. Classmates Online's former Vice President of Consumer
22 Marketing, Rita Spangler, was responsible for all marketing to Classmates.com
23 subscribers as it appeared both on the Classmates.com website and through e-mails
24 sent to subscribers.

25 c. Julie Clarkson was a product manager who was assigned to
26 sending product communications to Classmates.com users.
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1 15. Classmates Online maintains most of its business records and
2 operational equipment at its Renton, Washington facility.

3 16. Classmates Online also maintains a data center in Kent, Washington.
4 (Kent is adjacent to Seattle.)

5 17. To the best of my knowledge, virtually all documents pertaining to the
6 marketing of subscriptions and operation of www.classmates.com are located at
7 either Classmates Online's headquarters in Renton, Washington, or at Classmates
8 Online's data center in Kent, Washington.

9 a. The servers at the Kent facility contain virtually all of the data
10 Classmates Online has concerning its members.

11 b. Any electronic data not stored at the data center in Kent is
12 located at Classmates Online's corporate headquarters in Renton.

13 c. The primary function hardware, servers, personal computers,
14 etc., used to maintain and operate the Classmates.com website are primarily located
15 in Washington.

16 18. Classmates Online's marketing tools related to marketing of paid
17 subscriptions were primarily developed or made in Washington, and the physical
18 evidence relating to such development or decision is located in Washington.

19 19. Classmates Online's e-mail communications programs were developed
20 in Washington, or their development was overseen by Classmates Online's
21 Washington operation, and Classmates Online's decisions regarding such programs
22 and communications were made in Washington.

23 I declare under penalty of perjury under the laws of the state of California
24 and the United States of America that the foregoing is true and correct.

25 EXECUTED this 12th day of December, 2008, in Renton, Washington.

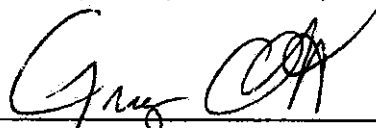
26
27 
28 _____
GREG OTT

EXHIBIT A

Classmates Online, Inc.
Last Updated: February 21, 2007

Welcome to Classmates! By accessing and using the Classmates website ("Website"), you are agreeing to the following Terms of Use. We encourage you to review the Terms of Use, along with the Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>), which is incorporated by reference, as they form a binding agreement between Classmates and you. In addition, because Classmates may revise these Terms of Use from time to time, in our discretion, we also encourage you to check back periodically to familiarize yourself with any changes. If we make any changes or modifications, we will post the updated Terms of Use on the Website. Please note that the changes become effective immediately at the time of posting. Remember that this Terms of Use applies only to the Website and does not apply to the content of third parties.

In addition, when using particular Services, you and Classmates shall be subject to additional terms and any posted guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms of Use. If any terms contained in this Terms of Use conflict with any terms contained within such guidelines or rules, or the Additional Terms, then the terms in this Agreement shall control.

If you have any questions regarding the use of the Website please refer first to the Help Section of the Frequently Asked Questions. All other questions or comments about the Website or its contents should be directed to Classmates Member Care Department.

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|---|--|
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ADDITIONAL TERMS

- Gold Membership and Other Subscription Services
- Work & Careers
- Member Rewards
- Professional Reunion Planning
- Reunion Contact
- Reunion Event Attendee
- Dating
- Free Trial

1. BECOMING A MEMBER AND REGISTERING ON THE WEBSITE.

A. Accessing the Site and Becoming a Member. THE WEBSITE IS INTENDED SOLELY FOR ACCESS AND USE BY INDIVIDUALS 18 YEARS OF AGE AND OLDER. BY ACCESSING AND USING THE WEBSITE, YOU ARE CERTIFYING THAT YOU ARE AT LEAST 18 YEARS OLD. While there are parts of the Website that are available only to individuals who purchase a fee-based membership and services, there is no cost to register on our Website or use our non-fee based services (collectively, the "Services"). If you are merely surfing or browsing through the site and have not yet registered to become a member, your use of the Website is still subject to the Terms of Use; if you do not agree to the Terms of Use, do not use the Website. The specific Services available to you will vary depending upon whether you register as a member and whether or not you choose to purchase a fee-based membership or service. Your use of the Website may also be subject to additional terms outlined elsewhere in this agreement (the "Additional Terms"). Please review these Additional Terms as they also form a binding part of our agreement with you. Once you register with us as a non-paying member or purchase a fee-based Classmates subscription or product, we consider you a "member" of the Classmates community. Your membership and password are only valid for your personal, non-commercial use of the Website.

B. Your Information. When you register on the Website we may ask you to provide us with certain personal information about yourself including, without limitation, your name, address, telephone number, email or other electronic address and applicable billing information (e.g., credit card number and expiration date) (collectively, "Your Information"). Please review our Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>) for clarification on how we may use Your Information and other information that you may provide or submit while using the Website and our Services. For your part, you agree that all Your Information that you provide to us or post on the Website is complete, accurate and up to date. You will notify us of any changes to Your Information. If you fail to update Your Information or if all or part of Your Information is (or appears to be) untrue, inaccurate, or incomplete we may suspend or terminate your membership and refuse any and all current or future use of our Website and Services, without refund to you of any fees paid.

Without limiting any of the foregoing, you are responsible for ensuring that the email address you submit to the Site as part of your registration and during the course of your membership is valid and that the services, software or systems you use to access your email ("email Systems") do not block or filter Classmates Communications. Please note that your work email may be subject to additional limitations placed on its use by your employer. We ask that you use your personal email address when registering as a member. If you choose to register with your work email, or use an email System that interferes with the delivery of Classmates Communications, we may not be able to provide you with certain Services.

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including, without limitation, Your Information, IP address and traffic information, usage history, and Content you have posted

on the Website. Our right to disclose any such information shall govern over any terms of our Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>).

C. Your Password. During the registration process we will provide you with a unique registration number. We will also ask you to create a password. Because any activities that occur under your registration number or password are your responsibility it is important for you to keep your registration number and password secure. Notify us immediately if you believe that someone has used your registration or password without your authorization.

D. Communications. From time to time we will send you communications, in keeping with our Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>) and as otherwise permitted in these Terms of Use ("Classmates Communications"). Please note that any number of issues may interfere with your receipt of such communications, including, without limit, some types of email Systems that may use filtering or blocking techniques that are intended to block email. Classmates is not responsible for the actual delivery or your actual receipt of these communications.

2. MEMBER CONDUCT.

A. Community Guidelines. The Website contains areas that enable members of the community to communicate and share information, such as message boards, forums and other areas where you may interact with other members through posting or sharing of content(collectively the "Communication Tools"). When you use the Communication Tools, you may have the opportunity to disclose, post, or otherwise upload to publicly accessible portions of the Website, or share with other members, information and other content, including but not limited to biographical information, photographs and stories (collectively, the "Content"). While we may provide you with these tools and opportunities, we also wish to remind you that you should choose carefully which information you post on the Website and that you provide to other members.

You are required to use the Communication Tools responsibly, just as you would act responsibly when communicating or interacting with others in your offline communities. As a result, we expect and require that you take full responsibility for the Content that you post or send through the Website. We have established some Community Guidelines that we hope will increase your awareness of your responsibilities to others when using the Communication Tools and will enhance your enjoyment of our Website. These Guidelines are incorporated by reference into this Terms of Use. We may update these Guidelines from time to time. In addition to your adherence to the Guidelines, you specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

The following Community Guidelines apply to and govern your use of the Communication Tools:

- Do contribute responsibly in the forums;
- Do treat others in the community with respect;
- Do let us know if you come across Content that you find offensive, possibly unlawful, or that you believe otherwise violates these Community Guidelines;

- Don't upload, post, email, transmit or otherwise make available ("Provide") any Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- Don't Provide any Content that encourages a criminal offense or violates the rights of any party;
- Don't impersonate anyone else or misrepresent your affiliation with a person or entity;
- Don't participate in any unauthorized or unsolicited promotions, advertising, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, or otherwise use the website for a commercial purpose;
- Don't violate any applicable local, state, national and international law or regulation;
- Don't Provide any correspondence from Classmates or another party without such party's permission;
- Don't interfere with, interrupt, destroy or limit the functionality of the Website or any computer software or hardware or telecommunications equipment;
- Don't harass others;
- Don't use other members' personal data for purposes other than establishing contact that is reasonably expected to be welcomed by the friend or acquaintance.
- Don't try to gain unauthorized access to the Website, other members' accounts, or computers connected to the Website; and
- Don't post telephone numbers, street addresses, last names, URLs or email addresses in Content that is publicly accessible on the Website.

B. Monitoring and Enforcement. We do not actively monitor the message boards and other Communication Tools or the Content that is posted or provided through such tools, nor are we obligated to do so. And since we don't, and may not have the ability to, control or actively monitor the Content, we don't guarantee its accuracy, integrity or quality. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our Website, you may be exposed to Content that you find offensive or objectionable. You can contact our Member Care Department to let us know of Content that you find objectionable. We may investigate the complaints that come to our attention. If we choose to investigate the complaint, we will take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the Content or terminating memberships. However, because situations and interpretations vary, we also reserve the right not to take any action. In such cases, we may not remove Content that you believe is objectionable or offensive. Please remember that you can always choose to refrain from using any part of the Website that exposes you to something that you are uncomfortable with. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Content.

3. SUBMITTING OR POSTING CONTENT.

When you participate in the Classmates community you are granting Classmates certain rights to use the Content you submit or post through the Website. By submitting Content you grant us a royalty-free, worldwide, non-terminable, non-exclusive license to use, reproduce, modify, adapt, edit, market, publish, store, distribute, have distributed, publicly and privately display,

communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote such Content (in whole or in part) in any medium now known or hereafter devised, for editorial, commercial, promotional and all other purposes including, without limitation, the right to publish your name in connection with your Content; and the right to sublicense any or all of these rights. You acknowledge that Classmates owns all right, title, and interest in any compilation, collective work or other derivative work created using or incorporating the Content. Please remember that you are ultimately responsible for all Content that you provide and you warrant and represent that: (i) the Content does not and will not infringe on any copyright or any other third party right nor violate any applicable law or regulation; and (ii) you have the right to grant any and all necessary rights and licenses provided in this Section 3, including without limitation, all necessary copyright and other related rights to the Content, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity; and (iii) that each person depicted in any picture or photograph that you submit as part of the Content, if any, has provided consent to the use of the photograph. No compensation will be paid for the use of your Content, including, without limit, any photograph you may provide.

4. CLASSMATES PROPERTY RIGHTS.

The Website (and all of the material that it contains) is owned by Classmates Online, Inc., or its third party licensors and is protected by intellectual property and other laws throughout the world. Nothing found on the Website may be copied, reproduced, republished, distributed, sold, licensed, transferred or modified without the express written permission of Classmates. In addition, the trademarks, logos and service marks displayed on the website are the property of Classmates or its licensors. If you are aware of material on the Website that infringes copyright, please contact us through the Copyright Infringement Policy process, which is described below.

UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING OR DUPLICATING OR ANY OTHER MISUSE OF ANY PART OF THE WEBSITE IS PROHIBITED. Nothing contained in the Terms of Use or in the materials on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any material in any manner without the prior written consent of Classmates or such third party that may own the material or intellectual property displayed on this Website. In addition, use of the content or materials for any purpose not expressly permitted in the Terms of Use is prohibited.

5. AVAILABILITY OF SERVICES.

Classmates does not provide you with access to the Internet or the equipment necessary to access the Internet or the Website or Services. You are responsible for the fees charged by other parties to obtain access to our Website and Services (by way of example only, Internet service provider or airtime charges) and for providing the equipment necessary to access the Website and Services. From time to time Classmates may modify, suspend or discontinue any of the Services offered on our Website without notice to you. Classmates shall not be liable to you for any modification, suspension or discontinuance of Services. Classmates may establish certain policies and practices concerning use of the Services, including without limitation the maximum number of email messages, message board postings or other Content that can be sent through our

Services and the number of days that these items will be retained on our systems. Classmates has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by or through our Services. We reserve the right to change our practices and policies at any time, in our sole discretion, with or without notice to you.

6. THIRD-PARTY OFFERS.

We may allow other companies to offer you products and services, including offers through our Website or via email. Whether or not you decide to participate in such an offer is up to you. Your participation in any of these offers, including payment and delivery of related goods or services and the terms, conditions, warranties or representations associated with such offers, is solely between you and the third-party company. You agree that Classmates shall not be liable for any costs or damages you may incur resulting from your decision to enter such transactions.

7. LINKING TO OR FROM OUR WEBSITE.

You cannot link to our Website without our prior written consent. While our Website may have links to the websites of other companies and parties, Classmates has no control over those websites. Classmates is not responsible or liable for any content, advertising, products, services or other materials on or available from those websites. Classmates is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services or other materials on those websites.

8. TERMINATION/CANCELLATION.

You may terminate your registration at any time by contacting our Member Care Department. If you have a dispute with us relating to the Website or the Services, you may cancel your registration or cease use of the Website. The cancellation of your membership or ceasing all use of our Website is your only remedy with respect to any such dispute that you may have with us. We will attempt to process all cancellation requests within 72 hours after we receive your request. If you have purchased a fee-based Service from us, any such termination or cancellation is subject to the refund policy described in the Additional Terms. From time to time certain members do not comply with the terms and conditions in the Terms of Use. If we determine, in our sole discretion, that you are not in compliance with the Terms of Use, we reserve the right to terminate your membership. Upon any termination or cancellation of your membership, we may immediately deactivate or delete your membership and all related information and/or bar any further access to your membership or information.

9. PRIVACY.

Classmates believes strongly in protecting the privacy of users of the Website and providing you with notice of our collection and use of data, including personally identifying information collected from the Website. Therefore, Classmates has adopted a Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>), which is incorporated herein by reference, that you should read to fully understand how we collect and use information.

10. COPYRIGHT INFRINGEMENT POLICY.

In compliance with the Digital Millennium Copyright Act ("DMCA"), Classmates has established the procedure outlined below to address alleged copyright infringement on the Website. If you believe that your work has been copied and has been posted to this Website in a way that constitutes copyright infringement, you may provide Classmates with notice of your complaint by providing Classmates' Designated Copyright Agent with the following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing, with information about its location reasonably specific to permit Classmates to locate the material;
4. your name, address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

To be effective, your notification must be in writing and include the above information.

Classmates' Designated Copyright Agent to receive your notification is:

Name of Agent: Intellectual Property Manager

Address: 2001 Lind Ave SW, Renton, WA 98055

Telephone Number of Designated Agent: (425) 917-5000

Facsimile Number of Designated Agent: (425) 917-5001

Email Address Designated Agent: copyrightnotice@classmates.com

Classmates, in its sole discretion, reserves the right to refuse additional Content from members who have posted allegedly infringing material, and / or delete the material, or to terminate such members' accounts.

After receiving a notification, Classmates will process and investigate the notification and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of a notification that complies or substantially complies with the DMCA (as set forth above), Classmates will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Classmates will promptly take reasonable steps to notify the member that is the subject of the notification that it has removed or disabled access to such material.

If you are subject to a notification, you may provide us with a counter notification by providing our Designated Copyright Agent the following information in writing:

1. your physical or electronic signature;

2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Classmates may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

Upon receipt of a proper counter notification under the DMCA (as set forth above), Classmates will promptly provide the person who provided the initial notification with a copy of the counter notification and inform that person that it will replace the removed material or cease disabling access to it in ten (10) business days. Additionally, Classmates will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14) business days following receipt of the counter notice, unless Classmates' Designated Copyright Agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Website.

11. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT:

OUR WEBSITE AND THE SERVICES PROVIDED THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLASSMATES DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FUNCTIONS, MATERIALS AND CONTENT OF THE WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND CLASSMATES MAKES NO WARRANTY THAT THE INFORMATION ON THE WEBSITE WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS. CLASSMATES DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

12. LIMITATIONS OF LIABILITY.

YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR SOLE RISK. CLASSMATES AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF CLASSMATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. INDEMNIFICATION.

You shall indemnify and hold harmless, and at Classmates' request defend, Classmates, its parents, subsidiaries, and affiliates, as well as their respective directors, officers, shareholders, employees, agents and owners (each, an "Indemnified Party") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees, an allocation for in-house counsel, and other legal costs) arising out of your acts or omissions, including claims resulting from your use of the Website, your submission, posting or transmission of information or Content, or any breach of your obligations set forth in this agreement. You shall reimburse each Indemnified Party on demand for any costs, expenses and liabilities incurred by such Indemnified Party to which this indemnity relates.

14. CHOICE OF LAW & VENUE.

The Terms of Use, your access and use of the Website and Services and the relationship between you and Classmates is governed by the laws of the State of Washington, without giving effect to its conflict of law provisions. Classmates and you both agree to submit to the personal and exclusive jurisdiction of the courts of the State of Washington. You are responsible for complying with local laws, if and to the extent local laws are applicable. Notwithstanding the foregoing, Classmates shall have the right to commence and prosecute any legal or equitable action or proceeding before any United States or non-United States court of competent jurisdiction to obtain injunctive or other relief in Classmates' sole discretion. Regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the Website or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15. COPYRIGHT AND TRADEMARK NOTICE.

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herein are the trademarks or registered trademarks of Classmates Online, Inc. Other trademarks belong to their respective owners.

16. MISCELLANEOUS TERMS.

Our relationship is not one of agency or partnership and neither you nor Classmates shall be deemed to be a partner, employee, fiduciary, agent or representative of the other by your use of the Website. You may not assign or transfer your rights to any third party. The terms and conditions in the Terms of Use are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall still be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. If Classmates fails to enforce any provision of the Terms of Use it shall not constitute a waiver of such provision. The Terms of Use may be modified only by Classmates posting changes to the Terms of Use on the Website. Each time you access the Website, you will be deemed to have accepted any such changes in effect at the time of access. We may assign our rights and obligations under the Terms of Use. This agreement will inure to the benefit of Classmates' successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of the Terms of Use, or to exercise any right thereunder, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. The Terms of Use, the Additional Terms below, the attachments thereto, and the documents incorporated by reference, constitute the entire understanding between us regarding your access to, license and use of the Website and our Services, and they supersede any prior agreements, statements or representations with respect to the same.

ADDITIONAL TERMS.

SUBSCRIPTION SERVICES

Subscription Services Some features of or services provided through, the Website require a fee-based subscription (all fee-based subscriptions are referred to as "Subscription Services"). If you elect to purchase Subscription Services you understand that your subscription is personal to you and the members of your household, and you may not transfer or make available your account name and password to others, including without limitation your co-workers. Any distribution by you of your account name and password may result in cancellation of your subscription without refund and in additional charges based on unauthorized use. From time to time the Subscription Services may change, without prior notice.

Canceling Subscription Services. You may terminate Subscription Services at any time by contacting our Member Care Department. If you have a dispute with us relating to the Website or the Subscription Services, you may cancel the Subscription Services. The cancellation of Subscription Services is your only remedy with respect to any such dispute that you may have with us. We will attempt to process all cancellation requests within 72 hours after we receive your request. Any such termination or cancellation is subject to the no-refund policy described below. Please remember that if we determine, in our sole discretion, that you are not complying

with the Terms of Use (including, without limit, the Community Guidelines therein), we reserve the right to terminate your Subscription Services. Upon any termination or cancellation of your Subscription Services, we may immediately deactivate or delete your Website membership and all related information and/or bar any further access by you to the Website.

Payment. Prices for all Subscription Services exclude all applicable taxes and telecommunication charges, unless expressly stated otherwise. To the extent permissible under law, you are responsible for any applicable taxes, whether or not they are listed on your receipt or statement. If you purchase Subscription Services, you agree to pay, using a valid credit card (or other form of payment that we may accept from time to time), the applicable fees and taxes (if any) set forth on the Website. We reserve the right, upon prior notice to you, to change the amount of any fees and to institute new fees, effective at the end of your current subscription period. All authorized charges will be billed to your designated credit card account (or other payment method) on the terms described in the specific offer. If payment cannot be charged to your credit card or your payment is returned to Classmates for any reason, Classmates reserves the right to either suspend or terminate your access to the unpaid-for Subscription Services.

Refund Policy. Payment for joining Classmates is non-refundable.

Automatic Renewal Program. If you are participating in the Classmates Automatic Renewal Program, Classmates will automatically renew your subscription on the anniversary of your purchase to ensure that there is no interruption of your Gold member privileges. Classmates will charge your credit card at the then-current renewal rate using the credit card information we have on file for your account. Unless you provide Classmates with prior notice that you are canceling your subscription, we may renew your subscription without further authorization from you. Please note that even if you provide us with notice, it will not affect charges submitted before Classmates can reasonably act. Please contact the Classmates Member Care Department (http://www.classmates.com/help/quality_care.tf) to cancel your automatic renewal, cancel your subscription, or change your payment method.

MEMBER REWARDS

Classmates provides links to offers from certain companies in the "Member Rewards" area of the Website and at various links throughout the Website. The Member Rewards offers consist of various individual special offers from different companies. Each individual company providing Member Rewards offers is responsible for setting and explaining the terms of use of its website and its privacy policy, as well as its individual shipping, return, security and other policies applicable to the services and products offered. Please check with the specific company website for more information. There is no obligation whatsoever to use any offer provided to you. Classmates does not guarantee, warrant or endorse any product or service sold by a Member Rewards participating company, nor do we have any liability or responsibility for the quality or performance of any product or service sold to you by any such company. The purchase of any product or service from one of these companies is a transaction solely between you and that company, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible company. Classmates has no responsibility or liability for any Member Rewards company or your relationship with such company.

REUNION CONTACT

Classmates provides certain services on the Website that allow you, if you so choose, to become a contact for a reunion (a "Reunion Contact"). Your registration as a Reunion Contact and use of the reunion related services provided through the Web site indicate your acknowledgement and acceptance of these Reunion Contact Additional Terms. These terms are subject to the Terms of Use, which is incorporated herein by reference. If any terms contained in these Reunion Contact Additional Terms conflict with the Terms of Use, then the Terms of Use shall control.

Becoming a Reunion Contact

To become a Reunion Contact you must be a current paid subscriber of Classmates Services. Only one Reunion Contact is allowed per group. If you wish to be the Reunion Contact and there is none listed for your class, you may do so through the Web site. By choosing to act as a Reunion Contact you further agree and acknowledge that you are not an agent, representative or partner of Classmates, that the actions you take as a Reunion Contact are solely your own and that you are personally liable for any action or failure to act on your part.

1. **Purpose.** You acknowledge and agree that the sole purpose for becoming a Reunion Contact and your use of the Reunion Planning Services is to actively facilitate a reunion event. By entering into this Agreement, and using the Reunion Planning Services and establishing a Reunion Event, you are agreeing to organize and hold the Reunion Event and otherwise complete the transaction as described. You acknowledge that your failure to fulfill your obligations under these Reunion Contact Additional Terms and the Terms of Service, whether by your action or inaction, may be legally actionable.
2. **Reunion Planning Tools.** On its own or through third party service providers, Classmates may provide Reunion Contacts with access to certain tools, services and information related to organizing and facilitating reunion events via the Web site. Some resources may include reference to professional reunion planners who have paid Classmates a fee for an advertised listing on the Web site ("Professional Reunion Planners"). Professional Reunion Planners are not in any way affiliated with Classmates, and any references to them on the Website should not be construed as an endorsement by Classmates of any services provided by them. Whether you decide to use any services offered by a Professional Reunion Planner is up to you. Your participation in any of the services offered by a Professional Reunion Planner, including payment and delivery of services and the terms, conditions, warranties or representations associated with such services, is solely between you and the Professional Reunion Planner. You agree that Classmates shall not be liable for any costs or damages you may incur resulting from your decision to enter such transactions. If you are a Professional Reunion Planner and are interested in being listed as a resource to Classmates members, please email proplanner@classmates.com for more information.
3. **Refunds.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY REFUNDS OR FEES, AND THAT CLASSMATES WILL NOT IN ANYWAY BE LIABLE OR RESPONSIBLE FOR PROVIDING ANY REFUNDS WHATSOEVER. YOU RELEASE CLASSMATES FROM ALL CLAIMS, ACTIONS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE RELATING TO YOUR USE OR NON-USE OF THE REUNION PLANNING TOOLS, INCLUDING, WITHOUT LIMIT, ANY REFUNDS, CHARGEBACKS OR OTHER FEES.

4. **Your Representations and Warranties.** You warrant and represent that you have full power and authority to act as a Reunion Contact for your group. You also warrant and represent your offer and sale of access to any reunion you promote on the Website does not violate any local, state or federal laws, including, without limit, consumer protection laws. Any misrepresentation or violation of this provision shall be considered a material breach of this Agreement.

5. **Supporting Your Reunion Event.** Each Reunion Contact is required to provide and maintain accurate and timely information for any planned reunion events. You agree to keep this information up to date for the duration of your involvement as a Reunion Contact.

6. **Privacy Policy.** Any and all information Classmates may collect as part of providing the services to Reunion Contacts shall be subject to Classmates' Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>). You agree and acknowledge you shall collect and retain such Attendee information, which is necessary for the fulfillment of your obligations hereunder and that any information you may collect as a Reunion Contact shall not be resold, rented or otherwise provided to any third party without the express written consent of the Attendee. Under all circumstances you shall treat such information in accordance with all applicable laws, including, without limit, any laws related to the protection of personal information.

7. **Compliance with Laws.** The services that Classmates provides to Reunion Contacts may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of these services, including, without limit, all laws pertaining to consumer protection. You may not register under a false name, false school or work affiliation, or impersonate any individual. Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and Classmates will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

8. **Termination.** Classmates reserves the right, at its sole discretion, immediately and without notice, to suspend or terminate these Reunion Contact Additional Terms. In addition, Classmates may immediately and without notice, suspend or terminate your registration as a Reunion Contact if it determines in its sole discretion that you have breached these Additional Terms or the Terms of Use, or you have otherwise demonstrated conduct that Classmates believes is inappropriate.

REUNION EVENT ATTENDEE

Classmates acts as a venue that provides various services related to reunions. As part of these services, individual members of Classmates may choose to register as Reunion Contacts to create, organize and manage reunion-related events, including events that you may choose to attend in person (collectively "Reunion Events"). Classmates does not authenticate the identity of the Reunion Contact, nor does Classmates control or actively monitor Reunion Contact's actions or inaction. Classmates does not have any control over the products or services that may be offered for purchase by a Reunion Contact.

Reunion Event Participation

Whether or not you decide to participate in a Reunion Event is up to you. Classmates does not verify, monitor, control or supervise Reunion Events, nor can Classmates ensure that the Reunion Contact you are dealing with will actually complete the transaction. The events are established, organized and managed by the Reunion Contact. Because Classmates has no control

over the event, the identity or actions of the individuals who may attend an event, or the representations they may make through the Web site, Classmates requests that you use sound judgment and appropriate caution when deciding whether to attend a Reunion Event.

Release:

YOU, FOR YOURSELF AND YOUR HEIRS AND EXECUTORS, HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE CLASSMATES AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND THIRD PARTY PARTNERS FROM ALL LIABILITIES, CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN A REUNION EVENT OR ANY DISPUTE THAT YOU MAY HAVE WITH A REUNION CONTACT OR ATTENDEE. YOU ACKNOWLEDGE THAT CLASSMATES DOES NOT CONTROL ANY REUNION EVENTS THAT YOU MAY CHOOSE TO ATTEND. BECAUSE CLASSMATES DOES NOT PROVIDE, NOR IS IT INVOLVED IN ANY WAY WITH PHYSICAL TRANSPORTATION TO OR FROM REUNION EVENTS OR WITH THE ACTION OR FAILURE TO ACT OF A REUNION CONTACT OR ANY INDIVIDUAL WHO MAY ATTEND A REUNION EVENT, YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY INJURY OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE TRAVELING TO OR FROM THE REUNION EVENT, DURING THE REUNION EVENT OR WHILE YOU ARE ON THE PREMISES OF THE REUNION EVENT. YOU UNDERSTAND THAT THIS WAIVER INCLUDES ANY CLAIMS, WHETHER CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR" AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT. YOU ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT, AND THAT WITHOUT SUCH WAIVER, THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY CLASSMATES.

Refunds.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE REUNION CONTACT IS SOLELY RESPONSIBLE FOR ANY REFUNDS OF YOUR REGISTRATION FEES, AND THAT CLASSMATES WILL NOT IN ANY WAY BE LIABLE OR RESPONSIBLE FOR PROVIDING ANY REFUNDS WHATSOEVER. YOU RELEASE CLASSMATES FROM ALL CLAIMS, ACTIONS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE RELATING TO ANY SUCH REFUNDS.

CLASSMATES DATING

Classmates provides certain services on the Website that allow you, if you so choose, to access a certain portion of the Website for single adults to meet each other online ("Classmates Dating").

Your registration for Classmates Dating indicates your acknowledgement and acceptance of these Classmates Dating Additional Terms. These Classmates Dating Additional Terms are subject to the Terms of Use, which is incorporated herein by reference. If any terms contained in these Classmates Dating Additional Terms conflict with the Terms of Use, then the Terms of Use shall control.

1. Eligibility. You must be at least eighteen (18) years of age and single or separated from your spouse to register for Classmates Dating. Membership in Classmates Dating is void where prohibited. By registering for Classmates Dating, you represent and warrant that you are at least eighteen (18) years of age and single or separated, and that you have the right, authority and capacity to enter into these Classmates Dating Additional Terms and the Terms of Use and to abide by all of the terms and conditions thereof.
2. Membership and Subscription. Before you can register for Classmates Dating, you must first be registered on the Website as described in Section 1 of the Terms of Use. There is no cost to register for Classmates Dating. As a non-paying member of Classmates Dating, you will have the ability to participate in some, but not all, of the features and services within Classmates Dating. In order to access all of the features and services of Classmates Dating, you must become a paying subscriber as described in the Subscription Services Additional Terms.
3. Content. As a member of Classmates Dating, you will be provided with various tools through which you can post Content (as defined in the Terms of Use) on your Classmates Dating profile separate from your primary profile on the Website. Please keep in mind that all Content that you provide in connection with your participation in Classmates Dating is subject to the Terms of Use, including without limitation Section 2 ("Member Conduct") and Section 3 ("Submitting or Posting Content"), and the Privacy Policy.
4. Interactions with Other Members. As is the case throughout the Website, you are solely responsible for your interactions with other members. You understand that Classmates does not in any way screen, inquire into the backgrounds of, or attempt to verify the identity or statements of, its members. Classmates makes no representations or warranties as to the conduct of its members or their potential compatibility with you. You agree to take reasonable precautions in all interactions with other members, particularly if you decide to meet offline or in person. Your use of the Communications Tools (as defined in the Terms of Use) to interact with other members in Classmates Dating is subject to the Community Guidelines described in Section 2 ("Member Conduct") of the Terms of Use.
5. Termination. You may terminate your registration on Classmates Dating at any time by accessing your dating options and choosing to delete your Classmates Dating profile. Please keep in mind that terminating your registration on Classmates Dating will not impact your primary registration on the Website. However, if your primary registration on the Website is terminated, you will automatically be removed from Classmates Dating. Rather than deleting yourself entirely from Classmates Dating, you also have the option to hide your Classmates Dating profile, in which case this profile will be hidden from other members but will not be deleted, such that you can reactivate it at any time. Further, if we determine, in our sole discretion, that you are not in compliance with the Terms of Use, these Classmates Dating Additional Terms, and/or any other Additional Terms, we reserve the right to terminate your specific membership

in Classmates Dating or your general membership on the Website, in our sole discretion. Upon any termination or cancellation of your membership, we may immediately deactivate or delete your membership and all related information and/or bar any further access to your membership or information.

6. Limitation of Liability. IN ADDITION TO OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE TERMS OF USE OR OTHER ADDITIONAL TERMS, CLASSMATES AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATING TO (A) YOUR RELIANCE ON ANY INFORMATION OR OTHER CONTENT POSTED ON CLASSMATES DATING OR TRANSMITTED TO OR BY ANY MEMBERS, OR (B) THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF CLASSMATES DATING, INCLUDING WITHOUT LIMITATION BODILY INJURY, EMOTIONAL DISTRESS, AND ANY OTHER DAMAGES RESULTING FROM INTERACTIONS, COMMUNICATIONS OR MEETINGS WITH OTHER MEMBERS OR PERSONS INTRODUCED TO YOU OR BY YOU, DIRECTLY THROUGH CLASSMATES DATING, OR INDIRECTLY BASED ON INFORMATION OBTAINED ON CLASSMATES DATING.

FREE TRIAL

From time to time Classmates may, at its discretion, offer limited free trials of some products or services. To view the details of your free trial, if any, please visit your My Account page.

Only one free trial may be redeemed per person per membership type. Upon registering for your free trial, your credit card will be authorized for the price of the membership. In some instances, your available balance or credit limit may reflect the authorization for the amount of the membership; however, no charges will be made to your credit card unless you do not cancel prior to the end of your free trial period.

We will begin charging your credit card for your specific membership at the end of your free trial. Visit your My Account page to view the end date of your free trial. You must cancel prior to the end of your free trial offer to avoid charges to your credit card. If you stay enrolled in our auto-renewal program, we will bill your credit card at the end of each subscription period until you cancel in order to provide you with continued use of your membership services.

EXHIBIT B

Log In

Already registered with Classmates? Log In below.
Not registered? Click here.

Log In

Email or Registration Number
Password

☐ Save password on this computer (What's this?)
Having trouble with a saved password?
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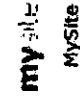
<https://secure.classmates.com/profile/login.html>

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EXHIBIT C

Non Registered User Home Pages & Registration Process Screen Shots


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Email:
Password: 
☐ Remember Me Last password?



I graduated in: {select your state}

Find names from:
☒ College
☐ Workplace
☐ Military


United States

Alabama	Kentucky	North Dakota
Alaska	Louisiana	Ohio
Arizona	Maine	Oklahoma
Arkansas	Maryland	Oregon
California	Massachusetts	Pennsylvania
Colorado	Michigan	Rhode Island
Connecticut	Minnesota	South Carolina
Delaware	Mississippi	South Dakota
District of Columbia	Missouri	Tennessee
Florida	Montana	Texas
Georgia	Nebraska	Utah
Hawaii	Nevada	Vermont
Idaho	New Hampshire	Virginia
Illinois	New Jersey	Washington
Indiana	New Mexico	West Virginia
Iowa	New York	Wisconsin
Kansas	North Carolina	Wyoming

 Canada	 Other countries
 Austria	 France
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Select the first letter of the city you graduated in: Step 2 of 4


United States » Washington

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»United States » Washington

ABCDEFGHIJKLMNOPQRSTUVWXYZ

RAINIER
RANDLE
RAYMOND
REARDAN
REDMOND

RIVERSIDE
ROCHESTER
ROCK ISLAND
ROCKFORD
ROCKPORT

»United States » Washington


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Select the first letter of the school attended: Step 3 of 4

»United States » Washington » Renton


ABCEFGHJKLMNOPRSTU

If you don't see your school listed, you can search for it now.

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Select your school:
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United States • Washington • Renton


A B C E F G H J K L M N O P R S T U

C.L. Taitano Elementary School
Candi's Test School - please delete
Carriage Crest Elementary School
Cascade Elementary School
Cedar River Montessori School
Cherry Creek Christian Academy
Classmates Test Elementary School
Classmates Test High School
Classmates Test Junior High School
Classmates Test K-12 School

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Email:
Password:

☐ Remember Me Last password?


Classmates Test Elementary School has 204 members listed.
Please complete your free registration to view your alumni from Classmates Test Elementary School.


Your Information (* required)
Step 4 of 4

* Class/Graduation Year (e.g. 1978)
* Year of birth
Title ☐ Mr. ☐ Ms. ☐ Mrs. ☐ Miss
* First name
Last name
* Last name at graduation
* Email address
* Retype email address to confirm
Current ZIP/Postal Code

Classmates is firmly committed to privacy. Please read our Privacy Policy to learn more.



A password will be sent in a confirmation email to the email address you provide.

By clicking 'Submit', you agree to the Classmates Terms of Service.

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As a free member, you can find friends and post a profile.

Gold membership gives you all the tools you need to reconnect with your past.

Select a Gold Membership Option:

Best Value!	\$2.46
2 years for \$59 >	per month!* (Save over 50%)
1 year for \$39 >	\$3.25
	per month!* (Save over 35%)
3 months for \$15 >	\$5.00
	per month!*

*Note: Membership will be billed in one easy payment.

Not sure you're ready? Visit Classmates.com as a free member.

Get Even More With Gold!



- See where friends live now on Classmates Maps.
- Find out who's visited and signed your profile.
- Chat on the Classmates Test Elementary School message board.
- Send Classmates Email to friends from Classmates Test Elementary School. (They can read and reply for free!)
70 new members
1 new / updated profiles

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Your 3 month Gold membership for US\$15 will be billed in one payment.
Enter your payment details.

Member Name: Andy Baker (Not Andy2) Billing Address: <input type="text"/> City: <input type="text"/> State/Province/Region: <input type="text"/> Zip/Postal Code: <input type="text"/> Country: <input type="text" value="United States"/> Phone: <input type="text"/>	Payment Type: <input checked="" type="radio"/> Credit Card <input type="radio"/> Bill Me Card Type: <input type="radio"/> Visa <input type="radio"/> Mastercard <input type="radio"/> Amex <input type="radio"/> Discover First Name: <input type="text"/> Middle Initial: <input type="text"/> Last Name: <input type="text"/> Card Number: <input type="text"/> Expiration: <input type="text" value="Month"/> <input type="text" value="Year"/>
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Your contact information will not be published in any Classmates directory. View the Classmates Privacy Policy for full details.

Your Gold membership will automatically renew on the renewal date of your purchase. Your credit card will be charged the then current rate for your selected Gold Membership.

Note: Your single payment of US\$15.00 for Gold membership is non-refundable. By clicking the "Submit Payment" button, you agree to the Classmates Terms of Service and create a Gold membership for Andy Baker.

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classmates.com®

Take your online step up to gold



Ready to jump in? Simply tell us how you want to pay.
Your 2 years Gold membership for US\$59 will be billed in one payment.

Member Name: Tara McGuane (Not Tara?)

Billing Address:

City:

State/Province/Region:

Zip/Postal Code:

Country:

Phone:

UNITED STATES

Privacy! Your privacy is important to us. Review our Privacy Policy to learn more.



Payment Type:

Card Type: ☒ Visa ☐ Mastercard☐ Amex ☐ Discover

First Name:

Middle Initial:

Last Name:

Card Number:

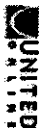
Expiration:

-Month- -Year-

Automatic Renewal: Your membership will be automatically renewed at the end of each term until you cancel. Your credit card will be charged at the then current rate on the renewal date for the plan you selected. Visit Your Account any time to make changes. No Refunds: No portion of any membership fees is refundable. By clicking Submit Payment, you agree to the Classmates Terms of Service and your Gold account will be created.

Submit Payment

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EXHIBIT D

Classmates Online, Inc.
Terms of Service

Classmates Online, Inc.
October 1, 2004

Welcome to Classmates! By accessing and using the Classmates website("Website"), you are agreeing to the following Terms of Use. We encourage you to review the Terms of Use, along with the Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>), which is incorporated reference, as they form a binding agreement between Classmates and you. In addition, because Classmates may revise these Terms of Use from time to time, in our discretion, we also encourage you to check back periodically to familiarize yourself with any changes. If we make any changes or modifications, we will post the updated Terms of Use on the Website. Please note that the changes become effective immediately at the time posting. Remember that this Terms of Use applies only to the Website and does not apply to the content of third parties.

In addition, when using particular Services, you and Classmates shall be subject to additional terms and any posted guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms of Use any terms contained in this Terms of Use conflict with any terms contained within such guidelines or rules, or the Additional Terms, then the terms in this Agreement shall control.

If you have any questions regarding the use of the Website please refer first to the Help Section of the Frequently Asked Questions. All other questions or comments about the Website or its contents should be directed to Classmates Member Care Department.

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1. BECOMING A MEMBER AND REGISTERING ON THE WEBSITE.

A. Accessing the Site and Becoming a Member. THE WEBSITE IS INTENDED SOLELY FOR ACCESS AND USE BY INDIVIDUALS 18 YEARS OF AGE AND OLDER. BY ACCESSING AND USING THE WEBSITE, YOU ARE CERTIFYING THAT YOU ARE AT LEAST 18 YEARS OLD. While there are parts of the Website that are available only to individuals who purchase a fee-based membership and services, there is no cost to register on our Website or use our non-fee based services (collectively, the "Services"). If you are merely surfing or browsing through the site and have not yet registered to become a member, your use of the Website is still subject to the Terms of Use; if you do not agree to the Terms of Use, do not use the Website. The specific Services available to you will vary depending upon whether you register as a member and whether or not you choose to purchase a fee-based membership or service. Your use of the Website may also be subject to additional terms outlined elsewhere in this agreement (the "Additional Terms"). Please review these Additional Terms as they also form a binding part of our agreement with you. Once you register with us as a non-paying member or purchase a fee-based Classmates subscription or product, we consider you a "member" of the Classmates community. Your membership and password are only valid for your personal, non-commercial use of the Website.

B. Your Information. When you register on the Website we may ask you to provide us with certain personal information about yourself including, without limitation, your name, address, telephone number, email or other electronic address and applicable billing information (e.g., credit card number and expiration date) (collectively, "Your Information"). Please review our Privacy Policy

(<http://www.classmates.com/cmo/privacy.jsp>) for clarification on how we may use Your Information and other information that you may provide or submit while using the Website and our Services. For your part, you agree that all Your Information that you provide to us or post on the Website is complete, accurate and up to date. You will notify us of any changes to Your Information. If you fail to update Your Information or if all or part of Your Information is (or appears to be) untrue, inaccurate, or incomplete we may suspend or terminate your membership and refuse any and all current or future use of our Website and Services, without refund to you of any fees paid.

Without limiting any of the foregoing, you are responsible for ensuring that the email address you submit to the Site as part of your registration during the course of your membership is valid and that the services, software or systems you use to access your email ("email Systems") do not block or filter Classmates Communications. Please note that your work email may be subject to additional limitations placed on its use by your employer. We ask that you use your personal email address when registering as a member. If you choose to register with your work email, or use an email System that interferes with the delivery of Classmates Communications, we may not be able to provide you with certain Services.

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including, without limitation, Your Information, IP address and traffic information, usage history, and Content you have posted on the Website. Our right to disclose any such information shall govern over any terms of our Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>).

C. Your Password. During the registration process we will provide you with a unique registration number. We will also ask you to create a password. Because any activities that occur under your registration number or password are your responsibility it is important for you to keep your registration number and password secure. Notify us immediately if you believe that someone has used your registration or password without your authorization.

D. Communications. From time to time we will send you communications, in keeping with our Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>) and as otherwise permitted in these Terms of Use ("Classmates Communications"). Please note that any number of issues may interfere with your receipt of such communications, including, without limit, some types of email Systems that may interfere with filtering or blocking techniques that are intended to block email. Classmates is not responsible for the actual delivery or your actual receipt of these communications.

2. MEMBER CONDUCT.

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A. Community Guidelines. The Website contains areas that enable members of the community to communicate and share information, such as message boards, forums and other areas where you may interact with other members through posting or sharing of content (collectively the "Communication Tools"). When you use the Communication Tools, you may have the opportunity to disclose, post, or otherwise upload to publicly accessible portions of the Website, or share with other members, information and other content, including but not limited to biographic information, photographs and stories (collectively, the "Content"). While we may provide you with these tools and opportunities, we also wish to remind you that you should choose carefully which information you post on the Website and that you provide to other members.

You are required to use the Communication Tools responsibly, just as you would act responsibly when communicating or interacting with other your offline communities. As a result, we expect and require that you take full responsibility for the Content that you post or send through the Website. We have established some Community Guidelines that we hope will increase your awareness of your responsibilities to others when using the Communication Tools and will enhance your enjoyment of our Website. These Guidelines are incorporated by reference into this Terms of Use. We may update these Guidelines from time to time. In addition to your adherence to the Guidelines, you specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

The following Community Guidelines apply to and govern your use of the Communication Tools:

- Do contribute responsibly in the forums;
- Do treat others in the community with respect;
- Do let us know if you come across Content that you find offensive, possibly unlawful, or that you believe otherwise violates these Community Guidelines;
- Don't upload, post, email, transmit or otherwise make available ("Provide") any Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- Don't Provide any Content that encourages a criminal offense or violates the rights of any party;
- Don't impersonate anyone else or misrepresent your affiliation with a person or entity;
- Don't participate in any unauthorized or unsolicited promotions, advertising, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, or otherwise use the website for a commercial purpose;
- Don't violate any applicable local, state, national and international law or regulation;
- Don't Provide any correspondence from Classmates or another party without such party's permission;

- Don't interfere with, interrupt, destroy or limit the functionality of the Website or any computer software or hardware or telecommunications equipment;
- Don't harass others;
- Don't use other members' personal data for purposes other than establishing contact that is reasonably expected to be welcomed by the friend or acquaintance.
- Don't try to gain unauthorized access to the Website, other members' accounts, or computers connected to the Website; and
- Don't post telephone numbers, street addresses, last names, URLs or email addresses in Content that is publicly accessible on the Website.

B. Monitoring and Enforcement. We do not actively monitor the message boards and other Communication Tools or the Content that is posted or provided through such tools, nor are we obligated to do so. And since we don't, and may not have the ability to, control or actively monitor if Content, we don't guarantee its accuracy, integrity or quality. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our Website, you may be exposed to Content that you find offensive or objectionable. You can contact our Member Care Department to let us know of Content that you find objectionable. We may investigate the complaints that come to our attention. If we choose to investigate the complaint, we will take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the Content or terminating memberships. However, because situations and interpretations vary, we also reserve the right not to take any action. In such cases, we may not remove Content that you believe is objectionable or offensive. Please remember that you can always choose to refrain from using any part of the Website that exposes you to something that you are uncomfortable with. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Content.

3. SUBMITTING OR POSTING CONTENT.

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When you participate in the Classmates community you are granting Classmates certain rights to use the Content you submit or post through the Website. By submitting Content you grant us a royalty-free, worldwide, non-terminable, non-exclusive license to use, reproduce, modify, adapt, edit, market, publish, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, created derivative works based upon, and promote such Content (in whole or in part) in any medium now known or hereafter devised, for editorial, commercial, promotional and all other purposes including, without limitation, the right to publish your name in connection with your Content; and the right to sublicense any or all of these rights. You acknowledge that Classmates owns all right, title, and interest in any compilation, collective work or other derivative work created using or incorporating the Content. Please remember that you are ultimately

responsible for all Content that you provide and you warrant and represent that: (i) the Content does not and will not infringe on any copyright (any other third party right nor violate any applicable law or regulation); and (ii) you have the right to grant any and all necessary rights and licenses provided in this Section 3, including without limitation, all necessary copyright and other related rights to the Content, free and clear of all claim and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity; and (iii) that each person depicted in any picture or photograph that you submit as part of the Content, if any, has provided consent to the use of the photograph. No compensation will be paid for the use of your Content, including, without limit, any photograph you may provide.

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4. CLASSMATES PROPERTY RIGHTS.

The Website (and all of the material that it contains) is owned by Classmates Online, Inc., or its third party licensors and is protected by intellectual property and other laws throughout the world. Nothing found on the Website may be copied, reproduced, republished, distributed, licensed, transferred or modified without the express written permission of Classmates. In addition, the trademarks, logos and service marks displayed on the website are the property of Classmates or its licensors. If you are aware of material on the Website that infringes copyright, please contact us through the Copyright Infringement Policy process, which is described below.

UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING OR DUPLICATING OR ANY OTHER MISUSE OF ANY PART OF THE WEBSITE IS PROHIBITED. Nothing contained in the Terms of Use or in the materials on the Website should be construed as granting, by implication, estoppel or otherwise any license or right to use any material in any manner without the prior written consent of Classmates or such third party that may own the material or intellectual property displayed on this Website. In addition, use of the content or materials for any purpose not expressly permitted in the Terms of Use is prohibited.

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5. AVAILABILITY OF SERVICES.

Classmates does not provide you with access to the Internet or the equipment necessary to access the Internet or the Website or Services. You are responsible for the fees charged by other parties to obtain access to our Website and Services (by way of example only, Internet service provider charges) and for providing the equipment necessary to access the Website and Services. From time to time Classmates may modify, suspend or discontinue any of the Services offered on our Website without notice to you. Classmates shall not be liable to you for any

modification, suspension or discontinuance of Services. Classmates may establish certain policies and practices concerning use of the Services, including without limitation the maximum number of email messages, message board postings or other Content that can be sent through our Services and the number of days that these items will be retained on our systems. Classmates has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by or through our Services. We reserve the right to change our practices and policies at any time, in our sole discretion, with or without notice to you.

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6. THIRD-PARTY OFFERS.

We may allow other companies to offer you products and services, including offers through our Website or via email. Whether or not you decide to participate in such an offer is up to you. Your participation in any of these offers, including payment and delivery of related goods or services and the terms, conditions, warranties or representations associated with such offers, is solely between you and the third-party company. You agree that Classmates shall not be liable for any costs or damages you may incur resulting from your decision to enter such transactions.

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7. LINKING TO OR FROM OUR WEBSITE.

You cannot link to our Website without our prior written consent. While our Website may have links to the websites of other companies and parties, Classmates has no control over those websites. Classmates is not responsible or liable for any content, advertising, products, services or other materials on or available from those websites. Classmates is not responsible or liable, directly or indirectly, for any damage or loss caused alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services or other materials on those websites.

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8. TERMINATION/CANCELLATION.

You may terminate your registration at any time by contacting our Member Care Department. If you have a dispute with us relating to the Website or the Services, you may cancel your registration or cease use of the Website. The cancellation of your membership or ceasing all use of our Website is your only remedy with respect to any such dispute that you may have with us. We will attempt to process all cancellation requests within 72 hours after we receive your request. If you have purchased a fee-based Service from us, any such termination or cancellation is subject to the refund policy described in the Additional Terms. From time to time certain members do not comply with the terms and conditions in the Terms of Use. If we determine, in our sole discretion, that you are not in compliance with the Terms of Use, we reserve the right to terminate your

membership. Upon any termination or cancellation of your membership, we may immediately deactivate or delete your membership and all related information and/or bar any further access to your membership or information.

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9. PRIVACY.

Classmates believes strongly in protecting the privacy of users of the Website and providing you with notice of our collection and use of data, including personally identifying information collected from the Website. Therefore, Classmates has adopted a Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>), which is incorporated herein by reference, that you should read to fully understand how we collect and use information.

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10. COPYRIGHT INFRINGEMENT POLICY.

In compliance with the Digital Millennium Copyright Act ("DMCA"), Classmates has established the procedure outlined below to address alleged copyright infringement on the Website. If you believe that your work has been copied and has been posted to this Website in a way that constitutes copyright infringement, you may provide Classmates with notice of your complaint by providing Classmates' Designated Copyright Agent with following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing, with information about its location reasonably specific to permit Classmate locate the material;
4. your name, address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

To be effective, your notification must be in writing and include the above information. Classmates' Designated Copyright Agent to receive your notification is:

Name of Agent: Intellectual Property Manager
Address: 2001 Lind Ave SW, Renton, WA 98055
Telephone Number of Designated Agent: (425) 917-5000
Facsimile Number of Designated Agent: (425) 917-5001
Email Address Designated Agent: copyrightnotice@classmates.com

Classmates, in its sole discretion, reserves the right to refuse additional Content from members who have posted allegedly infringing material, and/or delete the material, or to terminate such members' accounts.

After receiving a notification, Classmates will process and investigate the notification and will take appropriate actions under the DMCA and of applicable intellectual property laws. Upon receipt of a notification that complies or substantially complies with the DMCA (as set forth above), Classmates will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Classmates will promptly take reasonable steps to notify the member that is the subject of the notification that it has removed or disabled access such material.

If you are subject to a notification, you may provide us with a counter notification by providing our Designated Copyright Agent the following information in writing:

1. your physical or electronic signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Classmates may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

Upon receipt of a proper counter notification under the DMCA (as set forth above), Classmates will promptly provide the person who provided initial notification with a copy of the counter notification and inform that person that it will replace the removed material or cease disabling access to it in ten (10) business days. Additionally, Classmates will replace the removed material and cease disabling access to it not less than ten (10),

nor more than fourteen (14) business days following receipt of the counter notice, unless Classmates' Designated Copyright Agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Website.

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11. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT:

OUR WEBSITE AND THE SERVICES PROVIDED THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLASSMATES DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FUNCTIONS, MATERIALS AND CONTENT OF THE WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND CLASSMATES MAKES NO WARRANTY THAT THE INFORMATION ON THE WEBSITE WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS. CLASSMATES DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

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12. LIMITATIONS OF LIABILITY.

YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR SOLE RISK. CLASSMATES AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES),

WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF CLASSMATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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13. INDEMNIFICATION.

You shall indemnify and hold harmless, and at Classmates' request defend, Classmates, its parents, subsidiaries, and affiliates, as well as the respective directors, officers, shareholders, employees, agents and owners (each, an "Indemnified Party") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees, an allocation for in-house counsel, and other legal costs) arising out of your acts or omissions, including claims resulting from your use of the Website, your submission, posting or transmission of information or Content, or any breach of your obligations set forth in this agreement. You shall reimburse each Indemnified Party on demand for any costs, expenses and liabilities incurred by such Indemnified Party to which this indemnity relates.

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14. CHOICE OF LAW & VENUE.

The Terms of Use, your access and use of the Website and Services and the relationship between you and Classmates is governed by the laws of the State of Washington, without giving effect to its conflict of law provisions. Classmates and you both agree to submit to the personal and exclusive jurisdiction of the courts of the State of Washington. You are responsible for complying with local laws, if and to the extent local law are applicable. Notwithstanding the foregoing, Classmates shall have the right to commence and prosecute any legal or equitable action or proceeding before any United States or non-United States court of competent jurisdiction to obtain injunctive or other relief in Classmates' sole discretion. Regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the Website or Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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15. COPYRIGHT AND TRADEMARK NOTICE.

Website and its Contents Copyright (c) 1996 - 2004 Classmates Online, Inc. All rights reserved. Classmates, Classmates.com and all the brands and other Classmates products and services shown herein are the trademarks or registered trademarks of Classmates Online, Inc. Other trademarks

belong to their respective owners.

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16. MISCELLANEOUS TERMS.

Our relationship is not one of agency or partnership and neither you nor Classmates shall be deemed to be a partner, employee, fiduciary, agent representative of the other by your use of the Website. You may not assign or transfer your rights to any third party. The terms and conditions in the Terms of Use are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall still be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. If Classmates fails to enforce any provision of the Terms of Use it shall not constitute a waiver of such provision. The Terms of Use may be modified only by Classmates posting changes to the Terms of Use on the Website. Each time you access the Website, you will be deemed to have accepted any such changes in effect at the time of access. We may assign our rights and obligations under the Terms of Use. This agreement will inure to the benefit of Classmates' successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of the Terms of Use, or to exercise any right thereunder, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather the same will be and remain in full force and effect. The Terms of Use, the Additional Terms below, the attachments thereto, and the documents incorporated by reference, constitute the entire understanding between us regarding your access to, license and use of the Website and our Services, and they supersede any prior agreements, statements or representations with respect to the same.

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ADDITIONAL TERMS.

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SUBSCRIPTION SERVICES

Subscription Services Some features of or services provided through the Website require a fee-based subscription (all fee-based subscriptions are referred to as "Subscription Services"). If you elect to purchase Subscription Services you understand that your subscription is personal to you and the members of your household, and you may not transfer or make available your account name and password to others, including without limitation your co-workers. Any distribution by you of your account name and password may result in cancellation of your subscription without refund and in additional charges based on unauthorized use. From time to time the Subscription Services may change, without prior notice.

Canceling Subscription Services. You may terminate Subscription Services at any time by contacting our Member Care Department. If you have a dispute with us relating to the Website or the Subscription Services, you may cancel the Subscription Services. The cancellation of Subscription Services is your only remedy with respect to any such dispute that you may have with us. We will attempt to process all cancellation requests within 72 hours after we receive your request. Any such termination or cancellation is subject to the no-refund policy described below. Please remember that if we determine, in our sole discretion, that you are not complying with the Terms of Use (including, without limit, the Community Guidelines therein), we reserve the right to terminate your Subscription Services. Upon any termination or cancellation of your Subscription Services, we may immediately deactivate or delete your Website membership and all related information and/or bar any further access by you to the Website.

Payment. Prices for all Subscription Services exclude all applicable taxes and telecommunication charges, unless expressly stated otherwise. To the extent permissible under law, you are responsible for any applicable taxes, whether or not they are listed on your receipt or statement. If you purchase Subscription Services, you agree to pay, using a valid credit card (or other form of payment that we may accept from time to time), the applicable fees and taxes (if any) set forth on the Website. We reserve the right, upon prior notice to you, to change the amount of any fees and institute new fees, effective at the end of your current subscription period. All authorized charges will be billed to your designated credit card account (or other payment method) on the terms described in the specific offer. If payment cannot be charged to your credit card or your payment is returned to Classmates for any reason, Classmates reserves the right to either suspend or terminate your access to the unpaid-for Subscription Services.

Refund Policy. Payment for joining Classmates is non-refundable.

Automatic Renewal Program. If you are participating in the Classmates Automatic Renewal Program, Classmates will automatically renew your subscription on the anniversary of your purchase to ensure that there is no interruption of your Gold member privileges. Classmates will charge your credit card at the then-current renewal rate using the credit card information we have on file for your account. Unless you provide Classmates with prior notice that you are canceling your subscription, we may renew your subscription without further authorization from you. Please note that even if you provide us with notice, it will not affect charges submitted before Classmates can reasonably act. Please contact the Classmates Member Care Department (http://www.classmates.com/help/quality_care.tf) to cancel your automatic renewal, cancel your subscription, or change your payment method.

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WORK & CAREERS

Your use of the Work & Careers related services provided through the Website indicates your acknowledgement and acceptance of these Work Careers Additional Terms. These terms are subject to the Terms of Use, which is incorporated herein by reference. If any terms contained in the Work & Careers Additional Terms conflict with the Terms of Use, then the Terms of Use shall control.

1. Classmates is a Venue.

Classmates provides certain Services related to Work & Careers to both paying and non-paying members ("Work Services"). These Work Services may include but are not limited to providing a venue for members to post opportunities related to work, employment or related products or services ("Ads"), respond to such Ads ("Response"), or post messages related to work and employment matters.

2. Authenticity of Ads.

Please note that Ads and Responses are submitted by members and such ads and Responses are not actively screened or monitored by Classmates. Because user authentication on the Internet is difficult, Classmates cannot and does not confirm that each member who posts an Ad, or who responds to one, is who they claim to be. Classmates is not involved in any actual transaction between the member posting the Ad and anyone providing a Response. We have no control over the accuracy, quality, validity, truthfulness, safety or legality of any Ad or Response or the ability of members to offer such opportunities to other members. You acknowledge that any reliance on material posted or otherwise provided by other members will be at your own risk.

3. Your Ads.

Classmates does not warrant or guarantee that an Ad or Response will be viewed by any specific number of members, or that it will be viewed by any member. Classmates is not responsible for any decisions, including, without limit any employment decision, for whatever reason, made by a member posting an Ad on the Web site.

By posting an Ad you warrant and represent that you have full power and authority to post such opportunity on the Web site. You also agree and acknowledge that you will not post any Ads that: (i) may be linked to potentially fraudulent activities, including, without limit, the following:

pyramid schemes, ponzi schemes or matrix schemes; "Work at Home" opportunities; franchise; "club membership," distributorship or sales representative agency arrangement or other business opportunity which requires an upfront or periodic payment, pays commissions only (no significant salary) or requires recruitment of other members, sub-distributors or sub-agents; (ii) create liability for us; (iii) list any item on the Website (or consummate any transaction that was initiated using our service) that, by paying to us the subscription fee, could cause us to violate any applicable law, statute, ordinance or regulation; or (iv) otherwise violate the Terms of Use. You also warrant and represent your Ad does not violate any local, state or federal laws, including, without limit, any and all laws related to discrimination.

As stated more fully in Section 2 of this Work & Careers Additional Terms and elsewhere in the Terms of Use, Classmates does not verify the validity, safety, truthfulness or legality of Ads or Responses. Please note that there are risks, including but not limited to the risk of physical harm of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. As a result you should be sure to exercise caution and common sense when deciding if and how to post or respond to any Ad or Response. You assume all risks associated with dealing with other members with whom you come in contact through the Web site.

4. Removal of Ads.

In addition to any other action that Classmates deems appropriate under the Terms of Use, Classmates may, at any time and without notice, warn our community of your actions, suspend or terminate your membership, remove any Ad that fails to meet these Work & Careers Additional Terms. In addition, Classmates may at any time re-categorize, disable or suspend Ads which, in Classmates sole determination, contain inappropriate material. If your Ad is re-categorized, disabled or suspended, please contact the Classmates Member Care Department (http://www.classmates.com/help/quality_care.tf). Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

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MEMBER REWARDS

Classmates provides links to offers from certain companies in the "Member Rewards" area of the Website and at various links throughout the Website. The Member Rewards offers consist of various individual special offers from different companies. Each individual company providing Member Rewards offers is responsible for setting and explaining the terms of use of its website and its privacy policy, as well as its individual shipping, return, security and other policies applicable to the services and products offered. Please check with the specific company website for

more information. There is no obligation whatsoever to use any offer provided to you. Classmates does not guarantee, warrant or endorse any product or service sold by a Member Rewards participating company, nor do we have any liability or responsibility for the quality or performance of any product or service sold to you by any such company. The purchase of any product or service from one of these companies is a transaction solely between you and that company, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible company. Classmates has no responsibility or liability for any Member Rewards company or your relationship with such company.

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PROFESSIONAL REUNION PLANNING

Professional Reunion Planner Registration

Classmates provides links to Professional Reunion Planners. If you are interested in listing yourself or your company as a Professional Reunion Planner, please contact our Member Care Department (http://www.classmates.com/help/quality_care.tf).

Finding and Using a Professional Reunion Planner

There is no obligation whatsoever to use any of the planners listed on the Web site. Classmates does not guarantee, warrant or endorse any product or service sold by a Professional Reunion Planner, nor do we have any liability or responsibility for the quality or performance of any product or service sold or provided to you by such individual or company. The purchase of any product or service from a Professional Reunion Planner is a transaction solely between you and that individual or company, and any question or dispute you may have regarding any such product or service should be addressed directly to the Professional Reunion Planner. Classmates has no responsibility or liability for any Professional Reunion Planner or your relationship with such individual or company.

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REUNION CONTACT

Your registration as a Reunion Contact and use of the reunion related services provided through the Web site indicate your acknowledgement and acceptance of these Reunion Contact Additional Terms. These terms are subject to the Terms of Use, which is incorporated herein by reference. Any terms contained in these Reunion Contact Additional Terms conflict with the Terms of Use, then the Terms of Use shall control.

Becoming a Reunion Contact

To become a Reunion Contact you must be a current paid subscriber of Classmates Services and a member of your Reunion Committee, or a Professional Reunion Planner hired to plan a specific reunion. If you are a Professional Reunion Planner and not an actual alumni of the school organization for which you are conducting the reunion, by agreeing to these additional terms, you represent that you have entered into a separate Professional Reunion Planner Agreement with Classmates and that such agreement is valid and binding. If you do not have such an agreement, you are interested in doing so, please contact our Member Care Department at proplanner@classmates.com. Only one Reunion Contact is allowed per class. If you wish to be the Reunion Contact and there is none listed for your class, you may do so through the Web site. By choosing to act as a Reunion Contact you further agree and acknowledge that you are not an agent, representative or partner of Classmates, that the actions you take as a Reunion Contact are solely your own and that you are personally liable for any action or failure to act on your part.

1. Purpose. You acknowledge and agree that the sole purpose for becoming a Reunion Contact and your use of the Reunion Planning Services is to actively facilitate a reunion event for a school you either attended or for which you have been hired by an alumni thereof to facilitate such an event ("Reunion Event"). By entering into this Agreement, and using the Reunion Planning Services and establishing a Reunion Event, you are agreeing to organize and hold the Reunion Event and otherwise complete the transaction as described. You acknowledge that your failure to fulfill your obligations under these Reunion Contact Additional Terms and the Terms of Service, whether by your action or inaction, may be legally actionable.

2. Reunion Planning Tools. On its own or through third party service providers, Classmates provides Reunion Contacts with access to certain services related to organizing and facilitating reunion events via the Web site including online event registration, attendee tracking, ticket sales, Reunion Events ("Tickets"), list management and access to online payment services through a third party service provider (collectively the "Reunion Planning Services").

3. Refunds. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY REFUNDS OR FEES AND THAT CLASSMATES WILL NOT IN ANY WAY BE LIABLE OR RESPONSIBLE FOR PROVIDING ANY REFUNDS WHATSOEVER. YOU RELEASE CLASSMATES FROM ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE RELATING TO YOUR USE OR NON-USE OF THE REUNION PLANNING TOOLS, INCLUDING, WITHOUT LIMIT, ANY REFUNDS, CHARGEBACKS OR OTHER FEES.

4. Your Representations and Warranties. You warrant and represent that you have full power and authority to offer, sell and honor the Tickets to the Reunion Events that you offer through the Web site. You also warrant and represent your offer and sale of access to these events do not violate any local, state or federal laws, including, without limit, consumer protection laws. Any misrepresentation or violation of this provision shall be considered a material breach of this Agreement.

5. **Classmates as a Venue.** You agree and acknowledge that Classmates is merely a venue for you to organize and track registrations for your Reunion Event. You further agree and acknowledge that Classmates is not acting as a bank and that any payment services offered as part of these services are offered, managed and controlled by a third party (the "Payment Provider"). The availability of such payment service to you and your use of such service, if any, is subject at all times to the Terms of Use of the Payment Provider.
6. **Ticketing, Fulfillment and Customer Service.** Subject to any additional service fee that may be set by Classmates or the Payment Provider, you will be responsible for setting the price for the Ticket to your Reunion Event. You agree and acknowledge that you will accept, honor and fulfill any Tickets for a Reunion Event that you establish where the Payment Provider has processed payment. You further acknowledge and agree that you will be solely responsible for the delivery of any Tickets, informational materials or other materials that you may indicate as being available to Attendees.
7. **Fees and Withholdings.** Classmates may charge a service fee for making the Payment Provider's services available to you. Any such fee shall be set forth on the Web site and shall be deducted by the Payment Provider from the ticket fee you set for your Reunion Event. Such fee may be in addition to any other service fee required by the Payment Provider. All such fees are subject to change.
8. **Customer Support.** Each Reunion Contact is required to provide customer service contact information upon registration. You agree to clearly identify your customer service contact information, including but not limited to your name, address, telephone number, fax number and email address. You further agree to update such information to keep it true, accurate, current and complete. You agree and acknowledge that you will promptly provide all information and assistance as may be reasonably requested by an Attendee regarding the Reunion Event, including without limit, their purchase of Tickets and event status. In the event that Classmates receives inquiries regarding the Reunion Event, you shall promptly provide all assistance as may be requested by Classmates in order to respond to such Attendee. Such assistance may include but shall not be limited to your provision of facilities rental confirmation and other planning documentation. Any violation of this provision shall be considered a material breach of this Agreement. Classmates shall provide you with access to Member Care support. Additional support, including technical support, may be available through the Payment Provider or third party service providers, from time to time. Classmates and such third party service providers reserve the right to establish limitations on the extent of such support, and the hours at which such support is available.
9. **Privacy Policy.** All information Classmates collects as part of providing the Reunion Planning Services shall be subject to Classmates' Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>). You agree and acknowledge you shall collect and retain such Attendee information, which is necessary for the fulfillment of your obligations hereunder and that any information you may collect as a Reunion Contact shall not be resold, rented or otherwise provided to any third party without the express written consent of the Attendee. Under all circumstances you shall treat such information in accordance with all applicable laws, including, without limit, any laws related to the protection of personal information.
10. **Compliance with Laws.** The Reunion Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the Reunion Services, including, without limit, all laws pertaining to consumer protection. You may not register under a false name, false school or work affiliation, or impersonate any individual. Such fraudulent conduct is

violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and Classmates will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

11. Termination. Classmates reserves the right, at its sole discretion, immediately and without notice, to suspend or terminate these Reunion Contact Additional Terms. In addition, Classmates may immediately and without notice, suspend or terminate your registration with or ability to access Classmates and/or any other service provided to you if it determines in its sole discretion that you have breached these Additional Terms the Terms of Use, or you have otherwise demonstrated conduct that Classmates believes is inappropriate.

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REUNION EVENT ATTENDEE

Your registration as a Reunion Attendee and use of the reunion related services provided through the Web site indicates your acknowledgement and acceptance of these Additional Terms (the "Reunion Attendee Additional Terms"). These Additional Terms are subject to the Terms, which incorporated herein by reference. If any terms contained in these Reunion Attendee Additional Terms conflict with the Terms of Use, then the Terms of Use shall control.

Reunion Contacts

Classmates acts as a venue that provides various services related to reunions, including, without limit, organization and registration, and payment services (collectively the "Reunion Services") through third party providers. As part of these services, individual members of Classmates may choose to register as planners for various reunions ("Reunion Contacts"). Reunion Contacts create, organize and manage reunion-related events, including events that you may choose to attend in person (collectively "Reunion Events"). Classmates does not authenticate the identity of the Reunion Contact, nor does Classmates control or actively monitor such contact's actions or inaction. Classmates does not have any control over products or services that may be offered for purchase by a Reunion Contact.

Reunion Event Registration

Whether or not you decide to participate in a Reunion Event is up to you. Classmates does not monitor, control or supervise these events. Nor do Classmates ensure that the Reunion Contact you are dealing with will actually complete the transaction. The events are established, organized and managed by the Reunion Contact. Classmates does not verify or actively monitor the authenticity of the event or the identity of the Reunion Contact or any of the individuals who may attend these events. Because Classmates has no control over the event, the identity or actions of the individuals who may attend an event, or the representations they may make through the Web site, Classmates requests that you use sound

judgment and appropriate caution both when deciding whether to attend a specific event and when you attend.

Release:

IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AS A REUNION ATTENDEE, YOU, FOR YOURSELF AND YOUR HEIRS AND EXECUTORS, HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE CLASSMATES AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND THIRD PARTY PARTNERS FROM ALL LIABILITIES, CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN THIS EVENT OR ANY DISPUTE THAT YOU MAY HAVE WITH A REUNION CONTACT OR ATTENDEE. YOU ACKNOWLEDGE THAT CLASSMATES DOES NOT CONTROL ANY REUNION EVENTS THAT YOU MAY CHOOSE TO ATTEND. BECAUSE CLASSMATES DOES NOT PROVIDE, NOR IS IT INVOLVED IN ANY WAY WITH PHYSICAL TRANSPORTATION TO OR FROM REUNION EVENTS OR WITH THE ACTION OR FAILURE TO ACT OF A REUNION CONTACT OR ANY INDIVIDUAL WHO MAY ATTEND A REUNION EVENT, YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY INJURY OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT, DURING THE EVENT OR WHILE YOU ARE ON THE PREMISES OF THE EVENT. YOU UNDERSTAND THAT THIS WAIVER INCLUDES ANY CLAIMS, WHETHER CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR" AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT. YOU ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT, AND THAT WITHOUT SUCH WAIVER, THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY CLASSMATES.

Registration Fees.

When you register for an event or any other activity via Classmates, you will usually pay a registration fee (the "Registration Fee"), which will include applicable taxes. The Registration Fee is set by each Reunion Contact and includes any applicable Classmates commission. You may choose to make an online payment through the third party payment provider whose services are made available through the Classmates Web site ("Payment Provider"). The Payment Provider processes the Registration Fees on behalf of the Reunion Contact and pays the Registration Fees directly to the Reunion Contact after deducting a commission. Classmates does not manage or control the payment processing provided by the Payment Provider. If you have any questions regarding the processing of your payment, please contact Cardservice International at 1-877-527-

4968 or ola@csi-corp.com. If you sign up for an event using the secure credit card payment option, then the charge will appear on your credit card receipt as designated by the Reunion Contact.

Refunds.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE REUNION CONTACT IS SOLELY RESPONSIBLE FOR ANY REFUNDS C YOUR REGISTRATION FEES, AND THAT CLASSMATES WILL NOT IN ANY WAY BE LIABLE OR RESPONSIBLE FOR PROVIDING ANY REFUNDS WHATSOEVER. YOU RELEASE CLASSMATES FROM ALL CLAIMS, ACTIONS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE RELATING TO ANY SUCH REFUNDS.

Dispute Policy.

Although Classmates does not control or manage the Reunion Event or the Reunion Contact, nor is it the agent for either party, Classmates has developed relationships with other third party providers to assist you in making your use of the Reunion Services a positive experience. If you or a Reunion Contact who does not provide the services, the event does not occur, or you are otherwise dissatisfied with the Reunion Event, you should first contact the Reunion Contact and attempt to resolve the matter directly with him or her. If you are unable to resolve the matter, you should contact Sporg Corporation at 1-866-400-6400 or cmates_reunion@sporg.com as soon as possible. SPORG will, in its sole discretion, determine what, if any action should be taken. Please note that even though SPORG may choose to investigate your complaint and find that the claim is justified, NEITHER SPORG NOR CLASSMATES CAN OR DOES GUARANTEE THAT YOU WILL RECEIVE A REFUND FROM THE REUNION CONTACT.

Termination.

Classmates reserves the right, at its sole discretion, immediately and without notice, to suspend or terminate these Reunion Event Attendee Additional Terms. In addition, Classmates may immediately and without notice, suspend or terminate your registration with or ability to access Classmates and/or any other service provided to you if it determines in its sole discretion that you have breached these Additional Terms or the Terms of Use, or you have otherwise demonstrated conduct that Classmates believes is inappropriate.

We sincerely hope you enjoy your use of the Classmates Website. Please contact our Member Care Department, if you should have any question about the Terms of Use or your use of the Website.

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FREE TRIAL

From time to time Classmates may, at its discretion, offer limited free trials of some products or services. To view the details of your free trial, if any, please visit your My Account page.

Only one free trial may be redeemed per person per membership type. Upon registering for your free trial, your credit card will be authorized for the price of the membership. In some instances, your available balance or credit limit may reflect the authorization for the amount of the membership; however, no charges will be made to your credit card unless you do not cancel prior to the end of your free trial period.

We will begin charging your credit card for your specific membership at the end of your free trial. Visit your My Account page to view the end date of your free trial. You must cancel prior to the end of your free trial offer to avoid charges to your credit card. If you stay enrolled in our auto renewal program, we will bill your credit card at the end of each subscription period until you cancel in order to provide you with continued use of your membership services.